Supreme Court, U.S.
FILED
SEP 24 1985
JOSEPH F. SPANIOL, JR.
CLERK

NO. 85-503

IN THE
SUPREME COURT OF THE UNITED STATES

OCTOBER TERM 1985

CLEVELAND B. SPARROW, SR.,
Petitioner,

VERSUS

LOUIS HAJIMAHOLIS
MIKE ZARPAS
THOMAS OWENS
LEONARD COLLINS
CHARLES ACKER
RICHARD WISE
DEMITRI MALLIOS
JOHN THOMPSON
THEODORE GORDON
CAROLYN THOMPSON,
Respondents.

PETITION FOR A WRIT OF CERTIORARI TO THE COURT OF APPEALS FOR THE DISTRICT OF COLUMBIA

CLEVELAND B. SPARROW, SR.
Pro Se
5801 - 16th Street, N. W.
Washington, D. C. 20011
(202) 723-8112

QUESTIONS PRESENTED FOR REVIEW

(I.) Whether the Court of Appeals and the Superior Court of the District of Columbia violated the Fifth, Sixth and Seventh Amendments to the Constitution of the United States which guarantee Petitioner Sparrow civil and constitutional rights to own property, due process, trial by jury and equal protection under the law, specifically the D. C. Real Estate Licensure Act.

(II.) Whether the Court of Appeals and the Superior Court of the District of Columbia abused judicial discretion by ignoring and circumventing the requirements of the D. C. Real Estate Licensure Act.

(III.) Whether the Court of Appeals and the Superior Court of the District of Columbia abused judicial discretion by hearing a case brought by an unlicensed real estate/business broker in flagrant violation of the D. C. Real Estate Licensure Act.

(IV.) Whether the Court of Appeals and the Superior Court of the District of Columbia abused judicial discretion by obstructing the taking of depositions and a trial by jury to cover-up loan fraud and the theft of $12,000 in cash from petitioner.

(V.) Whether the Court of Appeals and the Superior Court of the District of Columbia, the D. C.Consumer Regulatory Agency, the Real Estate Commission, the Bar Counsel, the Commission of Judicial Disabilities and the D. C. Corporation Counsel conspired to deprive Petitioner Sparrow of Equal protection under the Law secured by the D. C. Real Estate Licensure Act and the Truth In Lending Act.

(VI.) Whether the Court of Appeals and the Superior Court of the District of Columbia abused judicial discretion by concealing the fact that Perpetual illegally held Petitioner Sparrow's Deed for four (4) years and did not mail the Deed to his property to him until 7 September 1984.

LIST OF INTERESTED PARTIES

Petitioner Cleveland B. Sparrow, Sr. certify that the following listed parties have an interest in the outcome of this case. These representations are in order that the Justices of the Court may evaluate possible disqualification and recusal:

1. Charles Pryor, Chief Judge
   D. C. Court of Appeals represented
   by Jay Rasneck
   500 Indiana Avenue, N. W.
   Washington, D.C. 20001

2. Honorable Marion Barry, Mayor
   District Building
   14th & E Streets, N. W.
   Washington, D. C. 20001

3. Honorable Walter Fauntroy
   Delegate to Congress - U. S. Capitol
   Cannon Office Building
   Washington, D. C. 20001

4. Inez Smith Reid, Corporation Counsel
   District Building
   14th & E Streets, N. W.
   Washington, D. C. 20004

5. Chief Maurice Turner
   Metropolitan Police Chief
   300 Indiana Avenue, N. W.
   Washington, D. C. 20001

6. Thomas H. Henderson
   D. C. Bar Counsel
   515 - 5th Street, N. W.
   Washington, D. C. 20001

LIST OF INTERESTED PARTIES CONTINUED

7. Joseph DeGenova
   U. S. Attorney
   U. S. Courthouse - 2nd Floor
   3rd & Constitution Avenue, N. W.
   Washington, D. C 20001

8. Honorable Edwin Meese, Attorney General
   Department of Justice
   10th & Constitution Avenue, N. W.
   Washington, D. C. 20001

9. Solicitor General
   U. S. Department of Justice
   10th & Constitution Avenue, N. W.
   Washington, D. C. 20001

10. Honorable Caspar Weinberger
    Secretary of Defense
    Pentagon
    Washington, D. C. 20376

11. Honorabe John Lehman
    Secretary of the Navy
    Pentagon
    Washington, D. C. 20376

12. President Ronald Reagan
    The White House
    1600 Pennsylvania Avenue, N.W.
    Washington, D. C. 20500

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STATUTES

Federal Rules of Evidence Rule
615 2,3,4,5,7,8,
28 U.S.C. 125-4 (1)
42 U.S.C. 1981, 1986
10 Moore's Federal Practice 2d 615.02
5th Amendment - U.S. Constitution
6th Amendment - U.S. Constitution
Article VII - U.S. Constitution

18 U.S.C. 245
42 U.S.C. 1981, 1982,1983,1984,1985
& 1986

Truth In Lending Act

D. C. Real Estate Licensure Act

(a) Section 45-1937(2)
prohibit the payment of fees before transaction is completed.

(b) Section 45-1937(3A)
written instruction required to define purpose of escrow funds.

(c) Section 45-1937(d)
require proper recording of Deed.

(d) Section 45-1926(a&g)
require Hajimaholis the agent to be licensed in 1980 when transaction occured, Perpetual Seller, Sparrow Purchaser, Economos Lender.

(e) Section 45-1936(30)
require written representations five (5) days before conveyance, the Deed has not yet been conveyed or recorded properly.

(f) Section 45-1937(d)
prohibit foreclosure fraud.

(g) Section 45-1936(21)
prohibit substitution or breaking the agreement of 1980 in 1983.

IN THE

SUPREME COURT OF THE UNITED STATES

OCTOBER TERM 1985

CLEVELAND B. SPARROW, SR.

Petitioner,

versus

LOUIS HAJIMAHOLIS, ET AL.,

Respondents.

PETITION FOR WRIT OF CERTIORARI TO THE COURT OF APPEALS FOR THE DISTRICT OF COLUMBIA

OPINIONS BELOW

The opinions and judgment of the Court of Appeals for the District of Columbia was issued on 6 August 1985 and is reported in Docket No. 85-807 affirming the Superior court's judgment denying due process and petitioner's constitutional rights to trial by jury is reported in L & T No. 52848-84. Appendix (A)

JURISDICTION

The Court of Appeals for the District of Columbia judgment against petitioner is set forth in Docket No. 85-807 on 6 August 1985. This petition for Certiorari is being filed within sixty (60) days of the Court of Appeal's denial of petitioner's appeal. Appendix (A)

CONSTITUTIONAL PROVISIONS AND STATUTES INVOLVED IN THE CASE

1. U. S. CONSTITUTION - ARTICLE VII
   In suits at Common Law where the value in controversy exceed twenty dollars, the right of trial by jury shall be preserved.
2. 42 U.S.C. 1981 - EQUAL RIGHTS UNDER LAW
   All persons within the jurisdiction of the United States shall have the same right in every State and Territory to make and enforce contracts, to sue, be parties, give evidence, and to the full and equal benefit of all laws and proceedings for the security of persons and property as is enjoyed by

white citizens, and shall be subject to like punishment, pains, penalties, taxes, licenses, and exactions of every kind, and to no other.

3. 42 U.S.C. 1982 - PROPERTY RIGHTS OF CITIZENS

All citizens of the United States shall have the same right, in every State and Territory, as is enjoyed by white citizens thereof to inherit, purchase, lease, sell, hold, and convey real and personal property.

4. 42 U.S.C.-1983 CIVIL ACTION FOR DEPRIVATION OF RIGHTS

Every person who, under color of any statute, ordiance, regulation, custom, or usage, of any State or Territory, subjects, or causes to be subjected, any citizen of the United States or other person within the jurisdiction thereof to the deprivation of any rights, privileges, or immunities secured by the Constitution and laws, shall be liable to the party injured in an action at law,

suit in equity, or other proper proceeding for redress.

5. RULE 615 OF THE FEDERAL RULES OF EVIDENCE
RULE 615. EXCLUSION OF WITNESSES

At the request of a party the Court shall order witnesses excluded so that they cannot hear the testimony of other witnesses, and it may make the order of its own motion. This rule does not authorize exclusion of (1) a party who is a natural person, or (2) an officer or employee of a party which is not a natural person designated as its representative by its attorney, or (3) a person whose presence is shown by a party to be essential to the presentation of his cause.

6. FIFTH AMENDMENT TO THE CONSTITUTION OF THE UNITED STATES - AMENDMENT V

No person shall be held to answer for a capital, or otherwise infamous crime, unless on a presentment or indictment of a Grand Jury, except in cases arising in

the land or naval forces, or in the Militia, when in actual service in time of War of public danger;nor shall any person be subject for the same offense to be twice put in jeopardy of life or limb; nor shall be compelled in any criminal case to be a witness against himself; nor be deprived of life, liberty, or property, without due process of law; nor shall private property be taken for public use, without just conpensation.

7. 18 U.S.C. 245

Federal Employees rights protected.

8. D. C. REAL ESTATE LICENSURE ACT, SECTION 45-1937 (d) - ESCROW FUNDS

An escrow holder or trustee shall not be entitled to any part of the earnest money or other money paid to, or held by, the escrow holder or trustee in connection with any real estate or business transaction as a part of all of his or her commission or fee or for any other purpose

until the tracsaction has been consummated or terminated.

9. D. C. REAL ESTATE LICENSURE ACT, SECTION 45-1940 (2) - CONTRACTUAL AGREEMENTS

To execute a mortgage, deed of trust, or chattel mortgage upon any real estate, business, or interest therein situated in the District that does not represent security for a bona fide indebtedness, but which is a simulated transaction, executed for the purpose and with the intent of misleading or deceiving others as to the value of a business, real estate, or interest therein and which does mislead, deceive, or defraud others to their detriment.

10. D. C. REAL ESTATE LICENSURE ACT, SECTION 45-1937 (3A) - ESCROW FUNDS

Retained in an account until the transaction involved is consummated or terminated, or until proper written instructions have been received by the escrow holder or trustee directing the withdrawal and

disposition of themonies, at which time, all the monies shall be promptly and fully accounted for by the escrow holder or trustee. In no event shall any escrow holder or trustee commingle any of the monies with his or her own funds or use any of the monies for any purpose other than the purpose for which the monies were entrusted to him or her.

11. D. C. REAL ESTATE LICENSURE ACT, SECTION 45-1926 (a) & (c) - LICENSURE OF REAL ESTATE BROKERS, BUSINESS CHANCE BROKERS, SALESPERSONS, AND PROPERTY MANAGERS

(a) Except as otherwise provided in this act, it shall be unlawful for any person, directly or indirectly, to engage in conduct, or advertise or hold himself or herself out as engaging in or conducting the business of a real estate broker or business chance salesperson, or property manager, within the District, unless, during the course of the activity described above, that person held a valid real estate broker, business chance broker, appropriate salesperson's, or property manager's license,

whichever is applicable, issued by the Mayor.

(b) No person engaged in or conducting the business, or acting in the capacity of a real estate broker, business chance broker, real estate salesperson, business chance salesperson, or property manager within the District for the collection of compensation for any contract relating to real estate or business without alleging that he or she was duly licensed under this act to perform the duties which are the subject of the action at the time the alleged cause of action arose.

12. D. C. REAL ESTATE LICENSURE ACT, SECTION 45-1936 (30) - SUSPENSION OR REVOCATION OF BROKER AND SALESPERSON LICENSE

Made any oral or written representations, after or prior to conveyance, to a prospective buyer of a business or residential real estate that repairs, renovations, improvements, installations, or additions will be made to the business or real estate after the conveyance, or continued to act

on behalf of a seller who made those representations, unless all the representations are furnished in writing to the buyer at least five (5) days prior to the conveyance.

13. D. C. REAL ESTATE LICENSURE ACT, SECTION 45-1936 (21) - SUSPENSION OR REVOCATION OF BROKER AND SALESPERSON LICENSE

Induced any party to a written agreement in a real estate or business sales transaction to break the agreement for the purpose of substituting a new agreement where the substitution is motivated by the personal gain of the concerned licensee;

14. TRUTH IN LENDING ACT

You have a legal right under federal law to cancel this transaction, if you desire to do so without any penalty at any later date on which all material disclosures required under the Truth In Lending Act have been given to you.

STATEMENT OF CASE

This suit initiated in August 1984 in the L & T Branch of the Superior Court by an unlicensed real estate/business chance broker in violation of the D. C. Real Estate Licensure Act, Section 45-1926 (c) which require an agent to be licensed on the day the cause of action arose on 3 December 1980. Louis Hajimaholis was the agent for George Economos and Petitioner Sparrow was the purchaser and Perpetual American Bank was the Owner of Record. On 5 November 1984, Hajimaholis conceded to the L & T Judge Shuker that he did not have a license through his counsel Christopher Kunz. Section 45-1926 (c) prohibit him from bringing any action in any Court. The case had been dismissed on two prior occasions by Judge Taylor. While this case was prohibited by law and barred by the doctrine of res - judicata, Judges Shuker Urbina, Sullivan and Weisberg ignored the law, circumvented the D. C. Real Estate Licensure Act, violated all of petitioner's civil and

constitutional rights, covered-up Hajimaholis violations and allowed the unclicensed broker to maintain the action in Court in flagrant violation of the act.

The L & T Court never ruled on petitioner's motion to dismiss for lack of jurisdiction because Section 45-1926 prohibits such actions brought by an unlicensed real estate/business chance broker. The L & T Court actions were not in accordance with the law and an abuse of judicial discretion.

On 3 December 1980, Petitioner Sparrow purchased property at 843 - 52nd Street, N. E., Washington, D. C. from Perpetual by contract dated 31 October 1980. Perpetual American Bank, Thomas Owens, President agreed tp cpmvey the property to petitioner on the date payment of $32,000.00 was received by Perpetual. Perpetual received payment of $38,000.00 on 9 December 1980 but did not deed the property to Petitioner Sparrow

until 7 September 1984 and the Deed has not yet been recorded in Petitioner Sparrow's name because the problems caused by Perpetual's illegally holding the Deed to Petitioner Sparrow's property for five (5) years. The Deed has not yet been recorded with the D. C. Recorder of Deeds. The problems could not be resolved because Perpetual concealed the fact that they were illegally holding the Deed to Sparrow's home.

Petitioner Sparrow made many efforts to surface the facts but his efforts were obstructed by a massive conspiracy consisting of more than sixty (60) persons. In addition, Perpetual thru Attorney Denise Rechter made false representations to Judge Green in January 1984 that Perpetual had no interest and was not the Owner of Record and then drafted a Deed to Petitioner Sparrow on 8 March 1984, but concealed the same from Petitioner Sparrow and tried unsuccessfully to record the Deed with the

Recorder of Deeds to cover-up their illegal actions with Leonard Collins, Richard Collins, Collins Title Company, Charles Acker, etc.

In April 1984, Petitioner Sparrow filed a civil action with Judge Oberdorfer amd Perpetual made false representations to him, that Perpetual had no interest and was not the Owner of Record. This perjury caused the judge to dismiss the case. However, ten (10) days after the case was dismissed on 7 September 1984, Perpetual sent Petitioner Sparrow a copy of the Deed to his home which was paid for five (5) years earlier. This kind of perjury from Perpetual, Thomas Owens, President has prevented resolution of this case. The Deed to Petitioner Sparrow has not yet been recorded. Perpetual was the Owner of Record. This prevented Petitioner Sparrow from making a long term loan on the property.

The short term loan on 3 December 1980 was illegal because the property was not conveyed in 1980. On e December 1980 theunlicensed Broker Hajimaholis illegally negotiated a loan as (Lender) George Economos's agent for $55,000. Petitiner Sparrow was the purchaser, Perpetual was the seller. Hajimaholis engaged in loan fraud by collecting $55,000 from the lender, but failing to pay $12,000 of it to Petitioner Sparrow. Hajimaholis put $12,000 in his personal account without written instructions to do so and in flagrant violation of the D. C. Real Estate Licensure Act (Section 45-1937 (3A). The Metropolitan Police Department has documented the loan fraud and theft of $12,000 by Louis Hajimaholis on 9 December 1980.

Having full knowledge of the loan fraud and theft of $12,000 which was criminal, the conspirator attempted to cover-up the criminal act on 17 March 1983 by substituting a note to break the 1980 agreement which is a violation of Section 45-1936 (21) of the D. C.

Real Estate Licensure Act.

The conspirator's second effort to cover-up the criminal act came in 1983 when they engaged in foreclosure fraud forcing petitioner to file bankruptcy. The conspirators (respondents) then filed an action in L & T Court in 1983 which was dismissed by Judge Taylor. The conspirators filed a second action in L & T Court in 1983 and it was dismissed but the Court did not award Petitioner Sparrow cost. The conspirators then conspired with Perpetual to have the property transferred from Perpetual to Sparrow in March 1984. They were unable to record the Deed and did not want Petitioner Sparrow to know that the property was in Perpetual's name.

The third step to cover-up the loan fraud and theft of $12,000 was to engage in foreclosure fraud on 12 June 1984 while having full knowledge that the property was in Perpetual's name. The Deed to Sparrow had not been recorded.

The fourth step in the cover-up of the loan fraud was to file this suit in L & T Court 52848-84 making false representations to the Court. The conspirators (respondents) concealed the fact that Hajimaholis was not a licensed agent on 3 December 1980. This was a violation of Section 45-1926 (c) of the D. C. Real Estate Licensure Act. This matter was brought to the attention of the L & T Judges Shuker, Urbina, Sullivan and Weisberg. All of them failed to take corrective action and allowed the violations to proceed. This was a flagrant abuse of judicial discretion denied Petitioner Sparrow of his civil and constitutional rights to equal justice under the law secured by 42 U.S.C. 1981.

In flagrant violation of the D. C. Real Estate Licensure Act, Section 45-1940 (2) which prohibit the payment of any fees before a transaction is consummated and the Deed recorded for Petitioner Sparrow, the Court ordered payment of fee having full knowledge that

the Deed to Petitioner Sparrow had not been recorded which would consummate the transaction.

REASON FOR GRANTING WRIT OF CERTIORARI

THE ABSENCE OF PETITIONER FROM THREE HEARINGS CONDUCTED BY THE COURT, THE OBSTRUCTION OF THE TAKING OF DEPOSITIONS AND OBSTRUCTION OF A JURY TRIAL BY JUDGE SULLIVAN

The circumvention and ignoring of the requirements of the D. C. real Estate Licensure Act was in direct violation of the DCRLA-Law, in direct violation of 42 U.S.C. 1981 which guarantee petitioner equal protection under the law and in direct violation of Rule 615 of the Federal Rules of Evidence and denied the petitioner "Due Process" of law as guaranteed by the Fifth Amendment of the Constitution of the United States as well as direct violation of the Seventh Amendment of the Constitutiona of the United States which guarantee Petitioner Sparrow a trial

by a jury of his peers.

All of Petitioner Sparrow's civil and constituional rights have been violated by the conspirators and the Courts of the District of Columbia. There has not been a single hearing. The Consumer and Regulatory Agency of D. C. engaged in a cover-up of the theft of the $12,000 by Hajimaholis. The D. C. Real Estate Board engaged in a cover-up of the crime. The D. C. bar Council and the Commission on Judicial Disabilities, Cathy Huggin (Cato) engaged in a cover-up of the crime.

The Metropolitan Police Department has identified the loan fraud and know that Hajimaholis stole $12,000 and put it in his personal account on 9 December 1980. While am arrest warrant for the conspirators is the next step to be taken, the U. S. Attorney has obstructed justice relative to the delay om having the arrest warrents executed in a timely manner.

The Court's failure to have Petitioner Sparrow present at all hearings and to have witnesses in this action is in direct violation of Rule 615 of the Federal Rules of Evidence. Under this rule no distinction has been made between persons in civil suits and petitioner had an absolute right to have witnesses and a trial by a jury of his peers. It is also clear that "fair play" is the essence of due process and "fair play" was totally void in the L & T Court and the D. C. Court of Appeals.

The conspiracy to ignore and circumvent the D. C. Real Estate Licensure Act by the conspirators and the Court denied Petitioner Sparrow to "due process" and trial by jury guaranteed by the U. S. Constitution and denied him of equal protection under the law secured by 42 U.S.C. 1981.

The Court's flagrantly ignored and circumvented the D. C. Real Estate Licensure Act. In the face of such flagrant abuse of judicial discretion Petitioner Sparrow requested and paid for a jury trial on

23 May 1985, a jury trial was scheduled. However, for no reason the Court of Judge Sullivan obstructed the taking of depositions and prevented all witnesses from testifying at the jury trial and held a hearing on a counter-claim without the knowledge or presence of Petitioner Sparrow. In lack manner, when the jury trial was scheduled for 23 May 1985, Judge Sullivan failed, refused or neglected to conduct the jury trial on 23 May 1985. Petitioner Sparrow appealed to the D. C. Court of Appeals and while the matter was on appeal in the D. C. Court of Appeals Judge Sullivan entered judgment for the unlicensed real estate brokers in the absence of Petitioner Sparrow. Petitioner Sparrow appealed and both Judge Charles Pryor of the D. C. Court of Appeals and Judge Moultrie of the Superior Court of the District of Columbia were advised that petitioner's appeal rights were being violated by the Courts and no effort was made

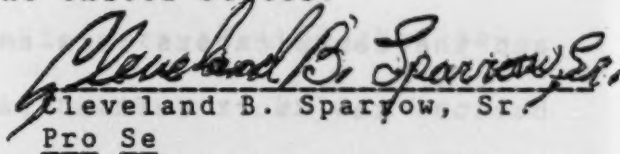
by Judge Pryor or Moultrie to protect Petitioner Sparrow's appeal rights. The D. C. Court of Appeals took three (3) weeks to rule on an Emergency Stay Motion in order to harass Petitioner Sparrow and to cover-up the loan fraud cited above. In fact, the Court waited until one (1) hour before an illegal writ of restitution was to be executed on 6 August 1985 before entering a judgment in the case and then flagrantly ignored and circumvented the D. C. Real Estate Licensure Act stated above and violating Petitioner Sparrow's constitutional right to a trial by jury secured by Article VII of the United States Constitution which guarantee Petitioner Sparrow's right to trial by jury. Further, it can only be concluded that the D. C. Courts are not operated under the U. S. Constitution.

It was also documented that the Court and the conspirators were not seeking payment because the Court refused payment on 6 August 1985 and wanted only the property to cover-up

the foreclosure fraud of 1983 and 1984 and the theft of $12,000 from Petitioner Sparrow by Hajimaholis, Collins and Acker. This conspiracy is in flagrant violation of 42 U.S.C. 1981, 1982,1983, 1985 and 1986. This Court is requested to reverse the decision of the D. C. Court of Appeals.

CONCLUSION

For all the foregoing reasons, it is submitted that this Petition for Writ of Certiorari should be granted, thereby allowing this Court to correct the manifest error in the Court of Appeals and the L & T Court of the District of Columbia and fulfill the "due process", "Trial by Jury" and "Equal Protection under the Law" guarantees of the Constitution of the United States.



Cleveland B. Sparrow, Sr.
Pro Se
5801 - 16th Street, N.W.
Washington, D. C. 20011
(202) 723-8112

PROOF OF SERVICE
CERTIFICATE OF PETITIONER

I, Cleveland B. Sparrow, Sr., Petitioner herein, hereby certify that on the 25th of September, 1985, I served a copy of the foregoing Petition for Writ of Certiorari on all of the parties required to be served under Rule 28 of the Rules of the United Supreme Court, as follows:

(1) Louis Hajimaholis, 2217 Westview Drive, Silver Spring, Maryland 20910

(2) Mike Zarpas, 2217 Westview Drive, Silver Spring, Maryland 20910

(3) Thomas Owens, President, Perpetual American Bank, F.S.B., 11th & E Streets, N.W., Washington, D. C. 20005

(4) George Economos, 2141 K Street, N. W., Washington, D. C. 20005

(5) Leonard Collins, 1825 K Street, N. W., Washington, D. C. 20005

(6) Inez Smith Reid, Corporation Counsel, D.C. District Building - Room 326, 1350 Pennsylvania Ave., N.W., Washington, D. C. 20004

(7) U. S. Attorney General Edwin Meese, Department of Justice, 10th & Constitution Avenue, N. W., Washington, D. C. 20001

(8) Solicitor General, Department of Justice, 10th & Constitution Avenue, N. W. Washington, D. C. 20001

(9) President Ronald Reagan, The White House, 1600 Pennsylvania, Avenue, N.W., Washington, D.C. 20500

(10) Charles Acker, 1825 K Street, N. W. Washington, D. C. 20005

(11) Richard Wise, 11th & E Streets, N. W., Washington, D. C. 20005

(12) Demitri Mallios, 1825 K Street, N. W., Washington, D. C. 20005

(13) John Thompson, D. C. Real Estate Commission, 9th Floor, 614 H Street, N. W., Washington, D.C.

(14) Collins Title Company, 1825 K St., N.W. Washington, D. C. 20005

(15) Theodore Gordon, Department of Consumer Regulatory Affairs, 614 H St., N.W., 8th Floor, Washington, D.C. 20001

(16) Carolyn Thompson, Department of Consumer Regulatory Affairs, 614 H Street, N.W., 11th Floor, Washington, D. C. 20001

(17) Clarence Thompson, Chairman, Equal Employment Opportunity Commission, 2401 E Street, N.W., Washington, D.C.

(18) Caspar Weinberger, Secretary of Defense, Department of Defense, Pentagon, Washington, D. C. 20376

(19) John Lehman, Secretary of the Navy, Department of the Navy, Pentagon, Washington, D. C. 20376.

(20) Police Chief Maurice Turner, Metropolitan Police Department, 300 Indiana Avenue, N. W., Washington, D.C. 20001

Cleveland B. Sparrow, Sr.

CLEVELAND B. SPARROW, SR.
Pro Se

APPENDIX A

DISTRICT OF COLUMBIA COURT OF APPEALS
500 Indiana Avenue, N. W.
Washington, D. C. 20001

NO. 85-807

CLEVELAND B. SPARROW, SR., Appellant,

V. LT52848-84

LOUIS HAJIMAHOLIS, ET AL., Appellees.

BEFORE: Ferren & Terry, Associate Judges.

Date Filed
6 August 1985

ORDER

On consideration of appellant's motion for emergency stay, the opposition of appellee thereto, the motion of appellant to vacate judgment, and the petition for writ of mandamus, it is

ORDERED that the motions and the petition are denied.

PER CURIAM

Copies to:

Sullivan, Wertheim, Clerk, Superior Court, Sparrow and Acker

APPENDIX B

DISTRICT OF COLUMBIA COURT OF APPEALS
500 Indiana Avenue, N. W.
Washington, D. C. 20001
(202) 638-7113

NO. 84-1448

CLEVELAND B. SPARROW, SR., Petitioner,

v. CA 52848-84
CA 11506-84

ROBERT SHUKER, ET AL., Respondents.

Date Filed
6 August 1985

O R D E R

On consideration of petitioner's "petition for writ of mandamus to resuse" and motion for emergency stay, it is

ORDERED that the aforesaid petition be denied and that the motion is denied as moot.

PER CURIAM

Copies to:

Robert Shuker

Ricardo M. Urbina

Clerk, Superior Court

Cleveland B. Sparrow, Sr.

APPENDIX C

CT: 1292

THIS DEED

Made this 8th day of March in the year 1984,

by and between

PERPETUAL AMERICAN BANK, F.S.B. formly known as PERPETUAL FEDERAL SAVINGS & LOAN ASSOCIATION

a body coporate under and by virtue of the laws of the Satate of United States of America acting herein pursuant to a resolution of its Board of Directors, party of the first part, and

CLEVELAND B. SPARROW and wife, JOYCE S. SPARROW,

parties of the second part:

etc.

legal Deed Form, skip to last paragraph

IN TESTIMONY WHEREOF, the said party of the first part, on the day and year hereinbefore written, has had its corporate seal hereto attached, and caused these presents to be signed with its corporate name by Wendy Sharp its Vice President, attested by Denise M. Rechter its Assistant Secretary, and has appointed the said Wendy Sharp to be its attorney, the same to acknowledge and deliver according to law.

PERPETUAL AMERICAN BANK

By /S/ Wendy Sharp, V.P.

Attest: /S/ DM Rechter
Assistant Secretary

Signed, sealed and delivered in the presence of:

/S/ Barbara G. Butler
8 March 1984

7 September 1984
(Mailed to Sparrow)

APPENDIX D

GOVERNMENT OF THE DISTRICT OF COLUMBIA

DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS

License & Certification Division
Occupational & Professional Licensing
Administration
614 H Street, N. W. - Room 910
Washington, D. C. 20001
727-6038

December 24, 1984

TO WHOM IT MAY CONCERN:

I, Lewis H. Wright,II, being first duly sworn on oath; depose and state as to my personal knowledge of the following facts.

(1) I am the custodian of the records of the License and Certification Division of the Department of Consumer and Regulatory Affairs, District of Columbia.

(2) All occupational and professional license records for the District of Columbia are maintained by the License and Certification Division.

(3) As part of my official duties, I conduct record searches to determine whether or not persons are licensed in the District of Columbia.

(4) A search of the authentic license records of the License and Certification Division reflects that Louis Hajimaholis

__X__ has not been issued a license as a (n).

Real Estate Broker or Real Estate Sales.

/S/ Lewis H. Wright,II

APPENDIX E

CHECK FOR SPARROW'S NOTE

GEORGE ECONOMOS 076
MONEY PURCHASE PENSION PLAN
U/A DTD. DEC. 1, 1972
2141 K Street, N.W. DATE 12-8-1980
Washington, D.C. 20037

PAY TO THE
ORDER OF LOUIS HAJIMAHOLIS $55,128.00

Fifty-five thousand one-hundred twenty-eight-0/100

THE RIGGS NATIONAL BANK OF
WASHINGTON, D. C.
CHEVY CHASE OFFICE
CONNECTICUT AVE. & MORRISON ST., N.W.

/S/ GT Economos

:0540'''0003 : 08'''06:58056 '0005512620'

1. Payment for Rev. & Mrs. Sparrow, Owner/ Purchasers ofproperty at 843-52nd St., N.E.

2. George Economos - Lender

3. Perpetual American Bank - Seller Received full payment of $38,000 on 9 Dec. 1980, but fail to make disclosures required by Truth In Lending Act and illegally held the Deed until 7 September 1984 - prepared the Deed in March 1984 - See Appendix (C)

4. Louis Hajimaholis - agent for Economos and Sparrow, operating without a license.

5. Louis Hajimaholis engaged in loan fraud and foreclosure fraud while the property was in Perpetual's name until 6/19/84. He did not turn the $55,000 entrusted to him over to Collins Title Company and stole $12,000.

APPENDIX F

SPARROWORLD BAPTIST TEMPLE

15 July 1985

Police Chief Maurice Turner
c/o Sgt. Granger and
Detective Kaufman/Chief Kelly
Metropolitan Police Department
300 Indiana Avenue, N. W.
Washington, D. C. 20001

Subject: Additional Information for Criminal Investigation

Dear Chief Turner:

I have been requesting a Criminal Investigation of subject complaint for four and one-half (4½) years. There has been a massive effort to cover-up and obstruct the investigation by Honorable Caspar Weinberger (DOD), Honorable John Lehman (Navy), etc. skip to page 4 Criminal Violation 15 - Fraud/Theft

DATE	ITEM	VALUE	PAID	REC'D	THEFT
12/3/80	Note	$55k	$55k	0	Note
12/3/80	Fee	$ 2k	$ 2k	0	$ 2k
12/8/80	Check	$55k	$55k	$2k	Deed
12/8/80	P-Ck.	$12k	$12	0	$12k
3/25/83	Note	$45k	$45k	0	Note
3/25/83	Deed	$32k	$45k	0	$45k
3/25/83	S-Sheet	$45k	$45k	Note	Deed
3/83	Cash	$10k	$10k	0	$10k
11/83	House	Foreclosure fraud			
3/8/84	Deed	$32k	$32k	0	$32k
6/12/84	House	Foreclosure Fraud (Perpetual Owner of Record)			
9/7/84	Deed	$32k	$32k	Copy (mailed)	Deed (orig.)
5/3/85	Cash (Court)	$ 3k	$ 3k	0	$ 3k
6/17/85	House	Writ of Possession - Violation of Law and U.S. Constitution Sullivan, Pryor, Weisberg			
7/3/85	Motion	To cease & Desist until completion of Criminal Investigation			
8/6/85	Appeal	Denied			